## Spokane Regional Transportation Council (SRTC) Travel Demand Model Release Agreement

Spokane Regional Transportation Council (SRTC) and Washington State Department of Transportation [RECIPIENT]

North Spokane Corridor Interstate 90 Interchange Justification Report [PROJECT]

January 22, 2015

The Spokane Regional Transportation Council (SRTC) agrees to provide a copy of the following information to the RECIPIENT according to the terms and conditions of this agreement:

## • SRTC 2010, 2020, 2030 and 2040 Models [MODELS]

The RECIPIENT agrees that this permission shall commence as of the date hereof and continue until the undersigned discontinues use of the MODELS, has completed the PROJECT, or until this permission is terminated by SRTC, whichever occurs first. SRTC reserves the right to terminate this agreement at any time.

The information provided by SRTC is believed to be accurate at the time of duplication; however, because this data was derived from a wide variety of sources, there is no representation or warrant, expressed or implied, as to the accuracy of the information.

The suitability for use and application of the MODELS is the responsibility of the RECIPIENT. SRTC cannot warrant or otherwise support the results or opinions derived from the MODELS for any project or study not conducted or governed by SRTC.

Furthermore, if the RECIPIENT makes any alteration, deletion or addition of information contained on the name and dated files specified in this AGREEMENT, the RECIPIENT in all reports using this information agrees to disclose the specific modifications made to the file(s).

SRTC retains ownership of the MODELS, and the items supplied by SRTC with this AGREEMENT are for the sole use of the RECIPIENT for the purposes of the PROJECT. The RECIPIENT shall not distribute or transfer the MODELS or associated data to Third Parties without SRTC's prior written approval and will instead refer such persons or firms to SRTC.

Violation of the terms and conditions of this AGREEMENT will result in SRTC refusing to distribute or disclose further updates related to the MODELS or associated data to the RECIPIENT;

and, if SRTC is made aware of the RECIPIENT's modifications, it may contact the RECIPIENT's client(s) or any governmental entity relying upon the RECIPIENT's study and disclose the same.

The MODELS and associated files being released to the RECIPIENT are: SRTC 2010, 2020, 2030 and 2040 Models (SRTC 2010 Base Final 040213.ver, SRTC 2020 Final 121213.ver, SRTC 2030 Final 121213.ver, SRTC 2040 for WSDOT NSC IJR 112514.ver and SRTC 2040 Final 121213.ver) and the associated files necessary to run the models (2010, 2020, 2030 and 2040 model files).

WE THE UNDERSIGED AGENTS FOR THE RECIPIENT ACKNOWLEDGE THAT WE HAVE READ THIS AGREEMENT AND WILL ABIDE BY THE TERMS AND CONDITIONS THEREOF. WE FURTHER AGREE THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE RIGHTS AND RESPONSIBILTIES OF SRTC REGARDING THE APPLICATION AND USE OF THE MODELS.

Recipient Name & Address	Authorized Representative	
Darrel McCallum, PE WSDOT	Name: Darrel McCallum, PE	
Eastern Region 2714 North Mayfair Street Spokane, WA 99207	Title: Project Engineer  Signature:	

SRTC AUTHORIZED REPRESENTATIVE ACKNOWLEDGING RECEIPT

Name: <u>Ryan</u>	Stewart	Signature:	1
Title: Serior Trans	portation Planner	Date:	1/26/15